

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)		1. SOLICITATION NO. DE-RP52- 05NA26767	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 4 Sept 05	PAGE OF PAGES 1 of 25
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.					
4. CONTRACT NO.		5. REQUESTION/PURCHASE REQUEST NO. SEE SCHEDULE		6. PROJECT NO.	
7. ISSUED BY AD/SSD CODE DEPARTMENT OF ENERGY NNSA SERVICE CENTER - AD PO BOX 5400 ALBUQUERQUE, NM 87185-5400 lworthington@doeal.gov		8. ADDRESS OFFER TO SEE BLOCK 7 DO: N NAIC: 236220			
9. FOR INFORMATION CALL: 		A. NAME LINDA M. WORTHINGTON		B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 505-845-4693 X	
SOLICITATION					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".					
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no, date): Kansas city infrastructure project NOTE: SITE VISIT IS SCHEDULED FOR 18 AUGUST 2005 AT 9:00 A.M. ALL PARTICIPANTS SHALL MEET AT THE MAIN GUARD GATE AT 2000 E. BANNISTER RD., KANSAS CITY, MO 64131 AT OR BEFORE 8:30 A.M. ON AUGUST 18, 2005. (SEE SECTION L FOR ADDITIONAL INSTRUCTIONS) PROPOSALS ARE DUE ON OR BEFORE 6 SEPTEMBER 2005 BY 4:00 P.M. MST.					
11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>TBD</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See _____.)					
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				12B. CALENDAR DAYS 10	
13. ADDITIONAL SOLICITATION REQUIREMENTS: This is a 100% small business set-aside multiple award with one award being reserved for a qualified hub-zone business NOTE: ATTACHMENT 1 TITLE DRAWINGS, ATTACHMENT 5 TITLED SPECIFICATIONS MAY BE OBTAINED BY CONTACTING RON BERGERSON AT 816-997-2326 OR E-MAIL TO r.bergeson@kcp.com NOTE: ATTACHMENT 3 TITLED CONSTRUCTION SAFETY HANDBOOK MAY BE OBTAINED AT www.kcp.com CLICK ON PROCUREMENT, SUBCONTRACTOR SAFETY AND THEN CONSTRUCTION SAFETY HANDBOOK. IF YOU NEED ASSISTANCE IN OBTAINING THESE DOCUMENTS PLEASE CALL RON BERGERSON AT 816-997-2326 OR E-MAIL TO r.bergeson@kcp.com ALL QUESTIONS PERTAINING TO THIS SOLICITATION MUST BE POSTED THROUGH THE IPPS WEB SITE.					

OFFER (Must be fully completed by offeror)									
14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>					15. TELEPHONE NO. <i>(Include area code)</i>				
					16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>				
CODE		FACILITY CODE							
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i>									
AMOUNTS ►									
18. The offeror agrees to furnish any required performance and payment bonds.									
19. ACKNOWLEDGEMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the solicitation – give number and date of each)</i>									
AMENDMENT NO.									
DATE									
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>					20B. SIGNATURE			20C. OFFER DATE	
AWARD (To be completed by Government)									
21. ITEMS ACCEPTED									
22. AMOUNT				23. ACCOUNTING AND APPROPRIATION DATA See Section G					
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i> ►				ITEM		25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()			
26. ADMINISTERED BY CODE				27. PAYMENT WILL BE MADE BY EFT:T					
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE									
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.					<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.				
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>					31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>				
30B. SIGNATURE			30C. DATE		31B. UNITED STATES OF AMERICA BY			31C. AWARD DATE	

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0001		1 Lot	
	Noun:	MAINTENANCE, REPAIR, ALTERATION AND/OR NEW CONSTRUCTION	
	ACRN:	U	
	NSN:	N - Not Applicable	
	Contract type:	J - FIRM FIXED PRICE	
	Inspection:	DESTINATION	
	Acceptance:	DESTINATION	
	FOB:	DESTINATION	
	Descriptive Data:	TO BE DEFINED IN ATTACHED SPECIFICATIONS, TO INCLUDE BUT NOT LIMITED TO CARPENTRY, CONCRETE, EXCAVATING, ELECTRICAL, STEAM FITTING PLUMBING, SHEET METAL, FIRE PROTECTION AND DETECTION SYSTEMS, PAINTING, DEMOLITION, CONCRETE MASONRY AND WELDING TO BE DEFINED IN INDIVIDUAL TASK ORDERS FOR STANDARD WORK HOURS. PERIOD OF PERFORMANCE WILL BE <u>DATE OF AWARD THROUGH 31 DECEMBER 2009</u>	
	<u>PLEASE USE SPECIFICATIONS TO PRICE CLIN 0001 WHICH WILL BE USED TO ISSUE THE FIRST TASK ORDER.</u>		
0002	OPTION CLIN (supply)		
	Noun:	OPTION PERIOD ONE FROM 1 JANUARY 2010 THROUGH 31 DECEMBER 2010	
	NSN:	N - Not Applicable	
	Contract type:	J - FIRM FIXED PRICE	
	Inspection:	DESTINATION	
	Acceptance:	DESTINATION	
	FOB:	DESTINATION	
0003	OPTION CLIN (supply)		
	Noun:	OPTION PERIOD TWO FROM 1 JANUARY 2011 THROUGH 31 DECEMBER 2011	
	NSN:	N - Not Applicable	
	Contract type:	J - FIRM FIXED PRICE	
	Inspection:	DESTINATION	
	Acceptance:	DESTINATION	
	FOB:	DESTINATION	

This is an indefinite-delivery, indefinite-quantity (IDIQ) multiple award contract for construction efforts located at the Department of Energy Honeywell Plant in Kansas City, Missouri. Construction projects will be awarded by individual task orders on an as-needed basis. Task orders will be issued as Firm Fixed Price. Contractor shall perform any and all functions called for by individual task orders issued against this contract. Task orders may be negotiated and shall include all labor, equipment, supplies and necessary materials to perform all work required, complete and in strict compliance with the latest State and Federal Regulations, standards, specifications, latest building codes and terms and conditions of the contract.

The contractor shall normally perform tasks during the standard working days of Monday through Friday, with the exception of Federal Holidays. The working hours for the 40 hour work week will be agreed upon by the Government Contracting Officer's Representative (COR) and the Contractor's Project Superintendent. The COR will make the final determination of the applicable forty hour workweek. Contractor may request to work days/hours other than the normal working days/hours provided that: The request has been submitted to the COR for approval and the Contracting Officer approves the request. Non-Standard hours are those days/hours not included in the definition of "Normal or Standard Work Hours" (Night Shift and Weekends).

Items or work to be accomplished during non-standard hours will be clearly identified in Contractor technical/cost negotiated proposals, indicating justification for the request. Non-Standard work hours worked without the express approval of the Contracting Officer will be at the Contractor's own risk.

NOTE 1: The guaranteed minimum is \$25,000 over the life of the contract with a maximum order limitation of \$40,000,000.00 over the life of the contract.

NOTE 2: The prices that are to be provided in Section B are for the first task order that will be issued. Please see attached specifications for details of the first task order.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

**C002 STATEMENT OF WORK (SOW) / PERFORMANCE WORK STATEMENT (PWS) (FEB 2005)
(TAILORED)**

Description of Work: IDIQ

Projects will be support of real property maintenance, repair, alteration, and/or new construction. All work shall be in conformance with the requirements of the contract including, but not limited to, providing all labor, supplies, materials, supervision, transportation, equipment and all else necessary to complete the task orders awarded against this contract. The work may include a variety of tasks such as, but not limited to carpentry, concrete, excavating, electrical, steam fitting plumbing, sheet metal, fire protection and detection systems, painting, demolition, concrete masonry, and welding.

DEFINITIONS: The following definitions apply to all work required by this solicitation/contract.

- (a) **As-Built Drawings:** Drawings prepared by the Contractor in sufficient detail to accurately reflect the project as constructed, complete with all changes, modifications, and deletions from award drawings.
- (b) **Calendar Day (CD):** Each day of the calendar year including workdays (WD), Holidays, and Weekends (including Saturdays and Sundays).
- (c) **Contracting Officer Representative (COR):** Government representative designated by the Contracting Officer authorized to act within the limitations imposed under the terms of the contract and by the Contracting Officer.
- (d) **Controlled Areas:** Areas of performance on Government property with heightened security requirements within which the Contractor is not allowed free/uncontrolled access, cannot enter and exit freely, and/or must have Government authorization to enter the area. Controlled areas contain valuable resources and are clearly marked with a "Controlled Area" sign. Personnel and equipment entry may be subject to delays due to security processing.
- (e) **Direct Burdened Hourly Labor Cost:** Bare hourly labor rate including fringes. Then for the labor burden you add the Worker's Compensation Insurance, Federal Unemployment Tax (FUTA), State Unemployment Tax (SUTA), and the Social Security Tax.
- (f) **Drawings:** Graphical representations, issued with the Statement of Work, documenting the work required by each Task Order.
- (g) **Estimates of Items:** A computerized "detailed report" estimate, listing quantities, item identification number, unit price, total price and a short description of all items required by the Statement of Work and/or drawings complete with 3 price quotes from verifiable sources (published price list, Subcontractor quote or estimate, etc).
- (h) **Final Inspection:** The examination held by the Government to verify that all work requirements (including clean up) have been satisfactorily accomplished by the Contractor.
- (i) **Government Furnished Items:** (e.g., equipment, facilities, materials, services, etc.) provided by the Government to the Contractor for use in performance of this contract, including issued Task Orders.
- (j) **Hub-Zone Business:** A qualified small business concern located in historically underutilized business zones.
- (k) **Negotiations:** A reasonable number of meetings between the Government and the Contractor as necessary to come to full agreement on all aspects, including pricing, technical requirements, and the performance time required for each identified construction project.
- (l) **Non-Standard Working Hours:** The period from 4:30 P.M. to 7:30 A.M., Monday through Friday, and any time on Saturday, Sundays, and Federal Holidays.
- (m) **Phase-In-Period:** An initial period during the basic contract that allows a more lenient performance requirement.
- (n) **Phase-Out-Period:** The period of time after the scheduled date of contract completion. Although no further Task Orders may be ordered, some may still be under construction and must be completed, inspected, and accepted.

- (o) Pre-Construction Conference: A meeting attended by designated representatives of the Government and the Contractor after the project award but before the start of work to discuss all aspects of the required work for a specific project.
- (p) Pre-Final Inspection: The quality control examination held by the Contractor to identify and correct all work discrepancies prior to Contractor's request for final inspection by the Government.
- (q) Progress Meetings: During construction meetings will be attended by designated representatives of the Government and the Contractor to discuss the progress on existing projects as well as the basic contract performance.
- (r) Restricted Work Areas: Areas of performance on Government property with increased security requirements within which the Contractor is not allowed free access, cannot enter and exit freely, and is required to under authorized escort during performance of the project. Restricted areas are marked by warning signs and containing priority resources. All personnel must obtain specific written permission to enter restricted areas. Entry of Contractor personnel and equipment may be subject to delays due to security processing.
- (s) Site Visits: A reasonable number of investigative visits to a location at which work has been proposed by the Government to be done by the Contractor. The purpose of the visit is for the Contractor/Government to gather enough information to prepare the Statement of Work, drawings/sketches, and project negotiated proposal/estimate.
- (t) Statement of Work (SOW): Written description of the work for each Task Order, providing:
 - (1) A listing of the applicable technical specifications
 - (2) Identification of the method of work or materials to be used
 - (3) A listing of the required material submittals
 - (4) A listing of proposed alternatives, if applicable
 - (5) A performance period expressed in calendar days
- (u) Standard Workday: Monday through Friday, excluding Saturdays, Sundays, and Federal Holidays.

NO CLAUSES OR PROVISIONS IN THIS SECTION

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)
52.246-13 INSPECTION -- DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS
(AUG 1996)

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

E001 INSPECTION AND ACCEPTANCE (FEB 2005) (TAILORED)

a. Inspection of all items and or work effort delivered under this contract shall be accomplished by the Contracting Officer's Representative (COR), or any other duly-authorized Government representative identified by the Contracting Officer.

b. Acceptance of all items and work effort under this contract (including reporting requirements) shall be accomplished by the Contracting Officer, the COR, or other duly-authorized Government representative identified by the Contracting Officer.

c. Inspection and acceptance will be at destination(s) specified on each individual task order issued.

d. The government may conduct a pre-final inspection prior to the contractor requesting a final inspection. Any discrepancy shall be corrected prior to any final inspection.

When the contractor is ready for final inspection, he shall request final inspection in writing to the Contracting Officer's Representative (COR). The final inspection shall normally be requested a minimum of seven (7) days before the desired date and coordinated with the COR.

The final inspection will be performed with the Contractor by required Government personnel, IAW FAR 52.246-12, INSPECTION OF CONSTRUCTION (AUG1996). The Contractor, will correct any discrepancy noted prior to final payment.

ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	DATE
0001		1	3NMZ6	3NMZ6		ASREQ
	<i>Noun:</i>		MAINTENANCE, REPAIR, ALTERATION AND/OR NEW CONSTRUCTION			
	<i>ACRN:</i>		U			

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.211-13	TIME EXTENSIONS (SEP 2000)
52.211-18	VARIATION IN ESTIMATED QUANTITY (APR 1984)
52.242-17	GOVERNMENT DELAY OF WORK (APR 1984)
52.247-34	F.O.B. DESTINATION (NOV 1991)

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

F001 PERIOD OF PERFORMANCE (FEB 2005) (TAILORED)

The period of performance for the effort required under this contract is from the date of award through five years with two one year option periods.

Individual task order performance time will be negotiated in accordance with Section H clause entitled "Ordering Procedures." The period of performance for each specific project shall be stated on each individual task order.

The Government may require continued performance of any of the contract requirements within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The extension provision may be exercised more than once, but the total extension of performance shall not exceed 6 months. The Contracting Officer may exercise the extension by written notice to the Contractor within 60 days prior to the contract expiration date.

(End of Clause)

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

**G004 BILLING INSTRUCTIONS (OTHER THAN COST-REIMBURSEMENT TYPE CONTRACTS)
(FEB 2005) (TAILORED)**

a. The following instructions are provided for submission of vouchers requesting reimbursement. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor.

b. Vendors shall submit invoices electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to check the payment status of any invoice submitted to the DOE. To obtain access to and use VIPERS, please visit the web page at <http://finweb.oro.doe.gov/vipers.htm>. Detailed instructions on how to enroll and use the system are provided on the web page.

c. Each invoice shall include the following:

- (1) contract number;
- (2) contractor name;
- (3) date of invoice;
- (4) invoice number;
- (5) total amount of invoice;
- (6) period covered or items delivered; and
- (7) cumulative amount invoiced to date.

d. Delivery Payments

Payments made under this contract shall be considered Delivery Payments as defined in FAR 32.001, entitled "Definitions."

e. Approval of Invoices

The contractor will be paid after approval by the NNSA Contracting Officer.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

H003 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR (FEB 2005)

The Representations, Certifications, and Other Statements of Offeror downloaded from the Online Representations and Certifications Application (ORCA) website are hereby incorporated by reference.

H011 OBSERVANCE OF NATIONAL HOLIDAYS (FEB 2005)

The Government observes the following days as national holidays:

- (i) New Year's Day
- (ii) Martin Luther King Day
- (iii) President's Day
- (iv) Memorial Day
- (v) Independence Day
- (vi) Labor Day
- (vii) Columbus Day
- (viii) Veteran's Day
- (ix) Thanksgiving Day
- (x) Christmas Day

Additionally, the Government will observe any other day designated by Federal statute, Executive Order, or Presidential proclamation.

H014 ORDERING PROCEDURE (FEB 2005) (TAILORED)

NOTE: THIS IDIQ CONTRACT WILL RESULT IN 3 TO 5 AWARDS WITH THE HIGHEST TECHNICAL EVALUATION SCORE DETERMINING THE FIRST TASK ORDER AWARD. ALL OTHER TASKS WILL BE COMPETED AMONG THE 3 TO 5 OFFERORS WHO WERE AWARDED A CONTRACT AGAINST THIS IDIQ CONTRACT.

Performance under this contract shall be subject to the following ordering procedure:

(a) The contractor shall incur costs under this contract only in the performance of task/delivery orders and revisions to task/delivery orders issued in accordance with this ordering procedure. No other costs are authorized without the express written consent of the Contracting Officer unless addressed elsewhere in the contract.

(b) During the period of performance of this contract, task/delivery orders will be issued in writing by the Contracting Officer designating

- (1) the task to be performed;
- (2) the period of performance;
- (3) authorized travel;
- (4) any Government-furnished property;
- (5) total estimated cost and fixed fee of the task/delivery order;
- (6) required delivery dates; and
- (7) deliverables.

Deliverables may consist of statements, charts, reports, briefing notes, tabulations, viewgraphs, and other forms of presentation. If appropriate, property that is Government-furnished or contractor-acquired will also be listed in the property schedule of the contract as well as in the individual task/delivery orders.

(c) Task/delivery orders will be issued on forms specified and provided by the Government. Task/delivery orders will be sequentially numbered. A revision to a task/delivery order will be identified by an alpha designation following the existing task/delivery order number indicating the revision sequence.

(d) The Contractor shall submit within ten calendar days after receipt of each task/delivery order a Contractor task/delivery plan on forms specified and provided by the Government. The task/delivery plan is the Contractor's overall estimate for the completion of the task/delivery order and shall include the following:

(1) date of commencement of work, and any necessary revision to the schedule of performance;

(2) Direct Productive Labor Hour, both straight and overtime, (if authorized), on a monthly basis by applicable labor category, and the total level of effort, including those in (4) below, estimated to complete the task;

(3) the travel and material estimate;

(4) an estimate for subcontractors and consultants; including the level of effort, if applicable;

(5) estimated computer use time required, if applicable;

(6) other pertinent information, indirect costs, consultants, interdivisional transfers, etc.; and

(7) the total estimated cost and fixed fee for completion of the task order.

(e) The Contractor's task/delivery plan is subject to the review of the Contracting Officer. After a task/delivery order is issued, if any revision becomes necessary to the estimated cost, or level of effort, the Contractor shall promptly submit to the Contracting Officer a revised task/delivery plan with explanatory notes. Revised task/delivery plans submitted by the Contractor are subject to the review and approval of the Contracting Officer.

f. The Contractor is not authorized to perform task/delivery orders which are not in compliance with other clauses of the contract.

g. Upon completion of each task/delivery order, the Contractor shall provide total expenditure of hours, dollars, etc, to close out each task/delivery order.

ADDITIONAL ORDERING PROCEDURES IN ADDITION TO THE ABOVE

As the needs exists for performance under the terms of this contract, the Contracting Officer or his/her designated representative will notify the Contractor of a performance requirement. The contractor shall respond to the needs of the Government within two working days by scheduling a visit to the proposed site in the company of the Contracting Officer or his/her authorized representative.

Upon the establishment of the scope of the individual requirement, the contractor shall prepare the proposal for accomplishment of the task.

The contractor's proposal must be supported by necessary documentation to indicate that adequate engineering and planning to accomplish the requirement has been done. Example of documentation may include design drawings, calculations, catalog cuts, specifications, architectural renderings, etc.

The contractor will also be required to send with his proposal copies of all of his subcontractors quotes as well as a complete breakdown of labor costs for himself and any subcontractors.

Time for submittal of the contractor's proposal for each individual requirement are as follows:

Normal time frame:

- (1) 2 work days for immediate task order
- (2) 5 work days for routine task orders under \$100,000
- (3) 10 work days for routine task order over \$100,000
- (4) For unusually large or complex orders the time can be negotiated up to 30 days.

The contractor shall obtain additional performance and payment bonds to cover the total amount of each task order within 5 days of receiving an order and prior to beginning work.

Performance and Payment bonds are not required for the basic contract, but must be furnished for each task order issued under the basic contract. The contractor may elect, at the contractors expense (If additional cost is incurred by maintaining bonds without any work being performed), carry bonds that cover the basic guaranteed minimum for the contract if is administratively more convenient. If the amount of the task order exceeds the contract minimum supplemental bonds must be obtained.

H015 RELEASE OF INFORMATION (FEB 2005)

Any proposed public release of information including publications, exhibits, or audiovisual productions pertaining to the effort/items called for in this contract shall be submitted for approval prior to actual printing and distribution. Proposed releases are to be submitted to NNSA Service Center, Office of Public Affairs, P.O. Box 5400, Albuquerque, New Mexico, 87185. All proposed releases should conform to the requirements of NNSA pertaining to the public release of information.

H019 GOVERNMENT-FURNISHED PROPERTY (FIXED PRICE CONTRACTS) (FEB 2005) (TAILORED)

(a) Normally, Government Furnished Materials (GFM): will not be furnished to the Contractor. However, the Government reserves the right to provide GFM and/or Government Furnished Equipment (GFE) to be used on any Task Order. In such cases, these materials shall be receipted for by the Contractor and the UPD line item material cost shall be excluded from the price of the Task Order. The Contractor shall follow the instructions of the Contracting Officer's representative regarding the disposition of all Government-furnished property not consumed in performance of the Task Order.

(b) Contractor Transporting: The contractor with his own forces, shall transport all GFM and/or GFE, if any described on the Task Order from the Government storage area to the work site indicated in the task order.

(c) Risk and Responsibility: Once accepted, the Contractor assumes the risk and responsibility for the loss or damage to any GFM/GFE.

(d) Transportation Cost: It is anticipated that the majority of GFM/GFE will be provided at or adjacent to the project site. In such instances, no separate transportation costs would be incurred. If transportation of GFM/GFE is other than what would normally be encountered, a separate cost would be included in the final negotiated price of the Task Order.

(e) Location: The location (as well as the type, quantity, and description) of GFM/GFE will be identified in each Task Order.

H021 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT (FEB 2005)

The contractor is required to comply with the following in accordance with DOE O 221.2, Reporting Fraud, Waste, and Abuse To The Office of Inspector General:

(a) Notify their employees annually of their duty to report allegations of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to NNSA programs, operations, facilities, contracts or information technology systems to appropriate authorities. The notification shall include the provision that employees should, when appropriate, report directly to the Office of Inspector General (OIG) any information concerning alleged wrongdoing by Government employees; its contractors, subcontractors, grantees, or other recipients of Government financial assistance; or their employees.

(b) Display the OIG hotline telephone number in common areas of buildings, such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies.

(c) Publish the OIG hotline telephone number in Contractor telephone books and newsletters.

(d) Report to the OIG any allegations of reprisals taken against employees who have reported fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to NNSA/DOE programs, operations, facilities, contracts, or information technology systems.

(e) Report to the OIG within a reasonable period of time, but not later than 24 hours, all alleged violations of law, regulations, or policy, including incidents of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement which have been referred to Federal, State, or local enforcement entities.

(f) The DOE IG hotline telephone number is 202/586-4073.

H022 ENVIRONMENT, HEALTH, AND SAFETY PLAN (GOVERNMENT-OWNED OR LEASED FACILITIES) (FEB 2005)

(a) In performance of the work, the Contractor shall comply with all applicable federal and state environmental, health, and safety regulations and shall take all necessary and reasonable precautions to protect the environment, health, and safety of its employees, NNSA personnel, and members of the public. The Contractor shall participate in all emergency response drills and exercises.

(b) The Contractor shall take all necessary and reasonable steps to minimize the impact of its work on NNSA functions and employees, and immediately report all job-related injuries and/or illnesses which occur in any NNSA facility to the Contracting Officer Representative (COR) named in Part I, Section G of the contract. Upon request, the Contractor shall provide a copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for its NNSA facilities to the COR.

(c) The Contractor shall develop, implement, and maintain an Environment, Health, and Safety Plan, which shall describe the Contractor's program for implementing the applicable regulations and requirements. The plan shall consist of the elements in the areas of environment, health, and safety required by the local State. The plan shall also include information on the Contractor's responsibility for providing treatment for employees who become ill or are injured in NNSA facilities. A copy of the plan shall be provided to the COR within 30 days of the start of work. If the Contractor has a corporate or company-wide ES&H Plan, that plan may be submitted to satisfy the requirement of this clause. At a minimum, the Plan shall address the following elements:

- (1) Organizational Structure
- (2) Key personnel and Responsibilities for Safety
- (3) Safety Training and/or Meetings

- (4) Safety Inspections and Record Keeping
- (5) Accident Reporting and Investigation
- (6) Emergency Procedures, Telephone Numbers, and Points of Contact

(d) The Contracting Officer may notify the Contractor, in writing, of any noncompliance with the terms and conditions of this clause, plus the corrective action to be taken. After receipt of such notice, the Contractor shall immediately take such corrective action.

(e) In the event the Contractor fails to comply with the terms and conditions of this clause, the Contracting Officer may, without prejudice to any other legal or contractual rights, issue a stop work order halting all or any part of the work. Thereafter, a start order for resumption of the work may be issued at the discretion of the Contracting Officer. The Contractor shall not be entitled to an equitable adjustment of the contract amount or extension of the performance schedule on any stop work order issued under this special contract requirement.

H023 NONSUPERVISION OF CONTRACTOR EMPLOYEES ON GOVERNMENT FACILITIES (FEB 2005)

The Government shall not exercise any supervision or control over Contractor employees performing services under this contract. The Contractor's employees shall be held accountable solely to the Contractor's management, who in turn is responsible for contract performance to the Government.

H024 CONTRACTOR IDENTIFICATION SPECIFICATIONS (FEB 2005)

(a) Resident Contractor personnel, while visiting and/or working within Government facilities on a continuous basis (part-time, or full-time) must be recognizable as Contractors while in Government facilities. This shall be accomplished by wearing appropriate badges.

(b) Badges shall be worn on the outermost garment in the chest area. Such badges will neither replace base passes nor be regarded as positive proof of identification. Rather, they will serve to clearly differentiate between Government and non-Government personnel and determine the level of access. Contractors are responsible for acquiring an appropriate number of badges to meet the needs of their employees.

H029 WAGE DETERMINATION RATES (FEB 2005) (TAILORED)

In the performance of this contract, the Contractor shall comply with the requirements of U.S. Department of Labor Wage Determination Listed in Attachment 2, located in section J. The most current wage determination used in a task order at the time it is issued, will remain in effect until the completion of the subject task order.

H033 LOBBYING RESTRICTION (ENERGY & WATER DEVELOPMENT APPROPRIATIONS ACT) (FEB 2005)

None of the funds obligated on this contract may be used, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

H036 FOREIGN NATIONAL ACCESS TO NNSA FACILITIES (FEB 2005)

DOE Order 142.3 entitled Unclassified Foreign Visits and Assignments Program is incorporated into this contract by reference. A foreign national is defined as "an alien. For the purposes of DOE Order 142.3 or its associated Contractor Requirements Document, an alien is a person who was born outside the jurisdiction of the United States, is a citizen of a foreign government, and has not been naturalized under U.S. law."

The DOE Order is available on the internet at: <http://www.directives.doe.gov/> or by request to the Contracting Officer.

H037 PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS - SENSE OF CONGRESS (FEB 2005)

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

H038 PRECIOUS METALS INVENTORY (FEB 2005)

On an annual basis, Contractors generating inventory containing precious metals shall identify, inventory, and report such items to the Contracting Officer in accordance with DEAR 945.607-2.

H039 VIOLENCE IN THE WORKPLACE (FEB 2005)

(a) Acts of aggression, violence (physical or verbal, intentional or reckless) and/or threats of such will not be tolerated in any situation at any NNSA facility. Contractors who engage in aggressive/violent behavior or threaten violence, among themselves or with Government employees, may be removed from the premises.

(b) Contractor supervisors or management representatives shall report any incident or threat of aggression, harassment, hostility, intimidation, or violence to the Contracting Officer or the COR. In all situations where violence has occurred or appears to be imminent, Contractor employees shall first call 911.

H999 WORKING ON-SITE AT HONEYWELL FM&T - SECURITY GUIDELINES/REQUIREMENTS (JUN 2005)

The Buyer operates this facility under prime contract with the DOE, National Nuclear Security Administration (NNSA). Certain guidelines and/or requirements apply to the performance of work on-site at this plant.

Limited Access: Seller's personnel shall have limited access to the Buyer's plant. Access shall be limited by issuance of a visitor's badge and escorting procedures. Badges are to be worn in full view on the left side of the body between the shoulder and the waist with the badge identification label exposed. Escorting shall be provided by Security Officers or Buyer's administrative personnel, depending on the nature of the work and the location of work (inside or outside Buyer's plant).

U. S. Citizenship: Seller's personnel must be a U.S. citizen or have prior security approval to enter the Buyer's facility.

Access Suitability Screening: Seller's personnel being submitted for an 'L' or 'Q' security clearance must first successfully pass the Buyer's Access Suitability Screening.

Items Not Allowed in Buyer's Plant (including all support buildings) unless provisions have been made through Security:

Cellular phones

Copying devices

Computer equipment - including laptops, palm pilots, wireless keyboards, USB pen drives, memory sticks, and other equipment with a data exchange port capable of being connected to automated information system equipment.

No personally-owned devices are allowed.

The computing equipment may not be connected to the network, taken into classified meetings, and should not be left unsecured.

Recording and transmitting devices - 1) audio, video, optical, and data (including cassette recorders and MP3 players), 2) pagers with transmitting capabilities, 3) short-wave radios and scanners, 4) two-way radios and ham-radios, 5) remote controlled objects, 6) any object with RF capability (the ability to transmit a signal over the air).

Firearms, explosives, incendiary devices and dangerous material capable of causing property damage or personal injury.

Cameras - including undeveloped film, video tapes and DVD's.

Binoculars and telescopes

Illegal drugs, drug paraphernalia, controlled substances, and alcohol (open or unopened containers).

Pets

Children under 18 years of age.

Other items prohibited by law.

Smoking: This is a non-smoking plant. Smoking is permitted only in designated outside areas (smoking shelters) and only at designated times. Smoking is not allowed while in transit to and from the designated smoking shelters. Smoking is only permitted during lunch periods and at the following times:

First Shift	Second Shift	Third Shift
9:00 - 10:00 a.m.	5:30 - 6:00 p.m.	1:00 - 1:30 a.m.
1:00 - 2:00 p.m.	9:30 - 10:00 p.m.	4:30 - 5:00 a.m.

Parking: Parking is permitted in designated areas only, including visitor parking. Seller's personnel may contact the Buyer's Physical Security office at (816) 997-3601 for clarification of parking rules.

2. SECURITY INFORMATION

Security Escorts- Subcontractor Uncleared Personnel

The Buyer will provide Guard escorts for uncleared subcontractor personnel required to work on construction projects. Construction Subcontractors are allowed on the premises at 7:00 am until 3:30 PM to perform construction work unless other arrangements have been made with the assigned Project Engineer. Special arrangements are required to be made with our Security Department for all uncleared subcontractor personnel prior to working on a jobsite. All subcontractors MUST be US citizens.

Typically uncleared subcontractors will experience the following delays during the normal working day:

Escort to jobsite in morning normally arrive by 7:15 am

Morning break 15 minutes

Lunch break 30 minutes

Afternoon break 15 minutes

End of day must leave jobsite by 3:20 PM to be escorted off premises

If no Rover guard available and an uncleared subcontractor must take a break all other subcontractors are required to stop work and go along with the guard on the run.

(As you can see uncleared subcontractors do not get a full 8-hour workday. Requests for equitable adjustments for guard delays for the above will not be considered.)

If a Subcontractor has established guard support a specific day & time and fails to show the Buyer has the option to back charge them for the guard's daily wages.

Subcontractor Material Deliveries - Security Procedures

Subcontractor material deliveries must be unloaded outside of the facility fence perimeter at Guard Post 18. The Honeywell Security Officer will thoroughly inspect the delivery before the Subcontractor will be allowed move the material into the facility.

3. Incorporate into H022 "Environment, Health and Safety Plan (Feb 2005)

The Honeywell Construction Safety Handbook is incorporated into this purchase order/contract by reference, with the same force and effect as if stated in full text. This publication sets forth the safety, health, fire and environmental protection requirements, and plant rules, which must be followed by Seller and its subcontractors who are performing work in or about the DOE Kansas City facility, or other sites as identified in the purchase order/contract. Unless specifically amended, nullified, or augmented by the Construction Specifications incorporated into this purchase order/contract, all terms and requirements of the Construction Safety Handbook shall apply. These requirements are in addition to any other requirements of this purchase order/contract. The Seller shall comply with the requirements of the most current version of the Construction Safety Handbook as it appears on the Honeywell FM&T web site www.kcp.com <<http://www.kcp.com>> (navigate to 'Procurement' and then to 'Subcontractor Safety').

4. NOTICE OF SAFETY PRE-QUALIFICATION REQUIREMENTS (Provision K-8.1) (March 2004)

Unless the Offeror/Quoter is listed on Buyer's current list entitled "Contractors With Approved Safety Pre-Qualification Packets," the Offeror's/Quoter's proposal shall include a completed Form E-3024 entitled "Safety Pre-Qualification," which is incorporated herein by reference with the same force and effect as if stated in full text.

Failure to provide the information/records required by Form E-3024 may render the proposal/quotation ineligible for award consideration.

Subsequent to purchase order/contract award, performance of on-site work shall not begin until a site-specific Safety Plan has been approved by Buyer's ES&H Department.

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.202-01	DEFINITIONS (JUL 2004)
52.203-03	GRATUITIES (APR 1984)
52.203-05	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-06	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
52.203-07	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-08	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)
52.204-04	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.204-07	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
52.209-06	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)
52.215-02	AUDIT AND RECORDS -- NEGOTIATION (JUN 1999)
52.215-08	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-12	SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)
52.215-13	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.216-18	ORDERING (OCT 1995) Para (a), Issued from date is 'Date if award' Para (a), Issued through date is 'the contract expiration date'
52.216-22	INDEFINITE QUANTITY (OCT 1995) Para (d), Date is '180 days beyond the contract expiration date.'
52.219-04	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)
52.219-06	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)
52.219-08	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
52.219-14	LIMITATIONS ON SUBCONTRACTING (DEC 1996)
52.222-01	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-03	CONVICT LABOR (JUN 2003)
52.222-04	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -- OVERTIME COMPENSATION (JUL 2005)
52.222-05	DAVIS-BACON ACT--SECONDARY SITE OF THE WORK (JUL 2005)
52.222-06	DAVIS-BACON ACT (JUL 2005)
52.222-07	WITHHOLDING OF FUNDS (FEB 1988)
52.222-08	PAYROLLS AND BASIC RECORDS (FEB 1988)
52.222-09	APPRENTICES AND TRAINEES (JUL 2005)
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)
52.222-11	SUBCONTRACTS (LABOR STANDARDS) (JUL 2005)

52.222-12	CONTRACT TERMINATION -- DEBARMENT (FEB 1988)
52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)
52.222-14	DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
52.222-15	CERTIFICATION OF ELIGIBILITY (FEB 1988)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (APR 2002)
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)
52.223-05	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
52.223-06	DRUG-FREE WORKPLACE (MAY 2001)
52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
52.225-11	BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JAN 2005)
	Para (b)(3). Insert excepted material or "none". 'none'
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (MAR 2005)
52.226-01	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)
52.227-01	AUTHORIZATION AND CONSENT (JUL 1995)
52.227-02	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
52.227-04	PATENT INDEMNITY -- CONSTRUCTION CONTRACTS (APR 1984)
52.228-02	ADDITIONAL BOND SECURITY (OCT 1997)
52.228-05	INSURANCE -- WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.228-11	PLEDGES OF ASSETS (FEB 1992)
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995)
52.228-14	IRREVOCABLE LETTER OF CREDIT (DEC 1999)
52.228-15	PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION (JUL 2000)
52.229-04	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS) (APR 2003)
52.232-05	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)
52.232-16	PROGRESS PAYMENTS (APR 2003) - ALTERNATE I (MAR 2000)
52.232-17	INTEREST (JUN 1996)
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) - ALTERNATE I (APR 1984)
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (OCT 2003)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
52.233-01	DISPUTES (JUL 2002)
52.233-03	PROTEST AFTER AWARD (AUG 1996)
52.233-04	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.236-02	DIFFERING SITE CONDITIONS (APR 1984)
52.236-03	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
52.236-05	MATERIAL AND WORKMANSHIP (APR 1984)
52.236-06	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
52.236-07	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-08	OTHER CONTRACTS (APR 1984)
52.236-09	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984)

52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
52.236-12	CLEANING UP (APR 1984)
52.236-13	ACCIDENT PREVENTION (NOV 1991)
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
52.236-17	LAYOUT OF WORK (APR 1984)
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
52.236-25	REQUIREMENTS FOR REGISTRATION OF DESIGNERS (JUN 2003)
52.236-26	PRECONSTRUCTION CONFERENCE (FEB 1995)
52.242-03	PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
52.242-13	BANKRUPTCY (JUL 1995)
52.242-14	SUSPENSION OF WORK (APR 1984)
52.243-04	CHANGES (AUG 1987)
52.243-07	NOTIFICATION OF CHANGES (APR 1984) Para (b), Number of calendar days is (insert 30 for RDSS/C) '30 days' Para (d), Number of calendar days is (insert 30 for RDSS/C) '30 days'
52.244-02	SUBCONTRACTS (AUG 1998) Para (e), approval required on subcontracts to: 'all subcontracts' Para (k), Insert subcontracts evaluated during negotiations. 'none'
52.244-05	COMPETITION IN SUBCONTRACTING (DEC 1996)
52.244-06	SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2004)
52.245-03	IDENTIFICATION OF GOVERNMENT-FURNISHED PROPERTY (APR 1984)
52.246-21	WARRANTY OF CONSTRUCTION (MAR 1994)
52.248-03	VALUE ENGINEERING -- CONSTRUCTION (FEB 2000) Para (i), Contract number. 'DE-AM52-05NA26767'
52.249-02	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004) - ALTERNATE I (SEP 1996)
52.249-03	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS) (MAY 2004)
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984) - ALTERNATE I (APR 1984)
52.251-01	GOVERNMENT SUPPLY SOURCES (APR 1984)
52.253-01	COMPUTER GENERATED FORMS (JAN 1991)

B. OTHER CONTRACT CLAUSES

952.202-01	DEFINITIONS (JAN 2005)
952.203-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)
952.204-02	SECURITY (MAY 2002)
952.208-70	PRINTING (APR 1984)
952.223-71	INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION (DEC 2000)
952.223-72	RADIATION PROTECTION AND NUCLEAR CRITICALITY (APR 1984)
952.223-75	PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (APR 1984)
952.224-70	PAPERWORK REDUCTION ACT (APR 1984)
952.226-72	ENERGY POLICY ACT SUBCONTRACTING GOALS AND REPORTING REQUIREMENTS (JUN 1996)
952.242-70	TECHNICAL DIRECTION (DEC 2000)

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) (TAILORED)

The Contractor shall be required to

(a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed,

(b) prosecute the work diligently, and

(c) complete the entire work ready for use not later than as specified in each task order.

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)

This is a rated order certified for national defense use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

52.216-19 ORDER LIMITATIONS (OCT 1995) (TAILORED)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 25,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 25,000.00

(2) Any order for a combination of items in excess of 40,000,000.00; or

(3) A series of orders from the same ordering office within 60 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (TAILORED)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed seven years.

52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

52.252-04 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows: NONE

52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

DOCUMENT	PGS	DATE	TITLE
ATTACHMENT 1	65		DRAWINGS
ATTACHMENT 2	12	01 JUL 2005	LIST OF DAVIS BACON WAGE DETERMINATION
ATTACHMENT 3	113	01 OCT 2004	CONSTRUCTION SAFETY HANDBOOK
ATTACHMENT 4	4	05 JUL 2005	PAST PERFORMANCE QUESTIONNAIRE
ATTACHMENT 5	653	01 MAR 2005	SPECIFICATIONS
ATTACHMENT 6	5	06 JUL 2005	PERSONNEL EXPERIENCE QUESTIONNAIRE

NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

52.219-01 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 236220.

(2) The small business size standard is 28.5 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: .] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment;

and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

Alternate I (Apr 2002). As prescribed in 19.308(a)(2), add the following paragraph (b)(7) to the basic provision:

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (MAY 1999)

(Complete only if the Offeror has represented itself under the provision at 52.219-01 as a small business concern under the size standards of this solicitation.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues

☐ 50 or fewer ☐ \$1 million or less

☐ 51 - 100 ☐ \$1,000,001 - \$2 million

☐ 101 - 250 ☐ \$2,000,001 - \$3.5 million

☐ 251 - 500 ☐ \$3,500,001 - \$5 million

☐ 501 - 750 ☐ \$5,000,001 - \$10 million

☐ 751 - 1,000 ☐ \$10,000,001 - \$17 million

☐ Over 1,000 ☐ Over \$17 million

52.230-01 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or
Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

B. NNSA OTHER SOLICITATION PROVISIONS IN FULL TEXT

K001 SIGNATURE/CERTIFICATION (FEB 2005)

By completing and submitting a proposal/bid via Industry Interactive Procurement System (IIPS), the offeror certifies that the representations and certifications are accurate, current, and complete. The offeror further certifies that it will notify the Contracting Officer of any changes to these representations and certifications. The representations and certifications made by the offeror, as contained herein, concern matters within the jurisdiction of an agency of the United States and the making of false, fictitious, or fraudulent representation or certification may render the maker subject to prosecution under 18 U.S.C. 1001.

Typed Name and Title of the Officer or Employee
Responsible for the Offer

Date of Execution

Name of Organization

Street

City, State, Zip Code

Solicitation Number

In addition to the requirements of the Instructions to Offerors-Competitive Acquisitions provision of this solicitation, each offeror shall submit a proposal in accordance with the instructions contained in this provision.

I. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

- 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)
Rated Order: 'DO'
- 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN
COST OR PRICING DATA (OCT 1997)
- 52.216-01 TYPE OF CONTRACT (APR 1984)
Type of contract is 'firm fixed price multiple award'
- 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL
EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)
Para (b), Goals for minority participation for each trade are 'none'
Para (b), Goals for female participation for each side are 'DE-RP52-05NA26767'
Para (e), Geographical areas are 'United States Air Force'
- 52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS
UNDER TRADE AGREEMENTS (JAN 2005)
- 52.232-13 NOTICE OF PROGRESS PAYMENTS (APR 1984)
- 52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER
(MAY 1999)
- 52.233-02 SERVICE OF PROTEST (AUG 1996)
Para (a) Official or location is 'Martha Youngblood'

II. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) - ALTERNATE I (FEB 1995) (TAILORED)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for **18 AUGUST 2005 AT 9:00 A.M.**

(c) Participants will meet at-- **2000 E. Bannister Road
Kansas City, MO 64131**

NOTE: All participants must meet at the Main Guard Post at the Kansas City Plant NLT 8:30 A.M. on the 18th of August 2005.

IF YOU REQUIRE ASSISTANCE FINDING THE KANSAS CITY PLANT PLEASE CALL MIKE ROBERTS AT 816-997-308 OR BY PAGE AT 815-458-2297.

52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

52.252-05 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

B. DEPARTMENT OF ENERGY ACQUISITION REGULATION SOLICITATION PROVISIONS

952.233-02 SERVICE OF PROTEST (MAR 2002)

As prescribed in 48 CFR 933.106(a), add the following to the end of the Provision at FAR 52.233-2:

(c) Another copy of a protest filed with the General Accounting Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause: U.S. Department of Energy, Assistant General Counsel for Procurement and Financial Assistance (GC-61), 1000 Independence Avenue, S.W., Washington, DC 20585, Fax: (202) 586-4546.

952.233-04 NOTICE OF PROTEST FILE AVAILABILITY (SEP 1996)

(a) If a protest of this procurement is filed with the General Accounting Office (GAO) in accordance with 4 CFR Part 21, any actual or prospective offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant to FAR 33.104(a)(3)(ii), implementing section 1065 of Public Law 103- 355. Such request must be in writing and addressed to the contracting officer for this procurement.

(b) Any offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective offerors in accordance with the requirements of FAR 33.104(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, offerors should mark any documents as to which they would assert that an exemption applies. (See 10 CFR part 1004.)

C. NNSA OTHER SOLICITATION PROVISIONS IN FULL TEXT

L002 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME I--OFFER AND OTHER DOCUMENTS (FEB 2005) (TAILORED)

NOTE: ONE COPY OF VOLUME 1, VOLUME 11 AND VOLUME 111 MUST BE EITHER MAILED OR FED-EX TO THE:

MAIL ADDRESS: U.S. DEPARTMENT OF ENERGY

**NNSA SERVICE CENTER
ATTN: LINDA WORTHINGTON
P.O. BOX 5400
ALBUQUERQUE, NM 87185**

**FED-EX ADDRESS: U.S. DEPARTMENT OF ENERGY
NNSA SERVICE CENTER
ATTN: LINDA WORTHINGTON
PENNSYLVANIA AND H STREET
KIRTLAND, AFB NM 87116**

THESE VOLUMES MUST ARRIVE ON OR BEFORE THE CLOSING DATE OF THE SOLICITATION.

NOTE: THREE COPIES OF VOLUME II AND VOLUME 111 MUST BE EITHER MAILED OR FED-EX TO THE KANSAS CITY PLANT TO:

**MAIL AND FED-EX ADDRESS: U.S. DEPARTMENT OF ENERGY
NATIONAL NUCLEAR SECURITY ADMINISTRATION
KANSAS CITY SITE OFFICE
ATTN: MIKE ROBERTS
2000 E. 95 TH ST
KANSAS, CITY MO. 64131**

THESE VOLUMES MUST ARRIVE ON OR BEFORE THE CLOSING DATE OF THE SOLICITATION

In addition to the requirements of the Instructions to Offerors-Competitive Acquisitions provision of this solicitation, each offeror shall submit a proposal in accordance with the instructions contained in this provision.

- (a) General contents. Each proposal shall:
- (1) Be specific and complete in every detail;
 - (2) Conform to all solicitation provisions, clauses, or other requirements;
 - (3) Be logically assembled, practical, legible, clear, concise, coherent; and indexed (cross-indexed where appropriate) and;
 - (4) Contain appropriately numbered pages of each volume or part.
- (b) Arrangement of Proposal: The proposal shall consist of three (3) physically separated volumes, individually entitled as stated below. The required number of copies for each volume are shown below:

VOLUME TITLE COPIES REQUIRED

Volume I - Representations, Certifications, and Other Statements of Offerors (four sets required)

Volume II - Technical Proposal (Do not include any pricing in this volume) (four sets required)

Volume III - Pricing Proposal (four sets required)

(c) Separation of volumes: All copies of each proposal are to be packaged individually and clearly marked to identify contents. The exterior of each volume shall be marked with the solicitation number, the time and date for receipt of proposals and the name and address of the offeror.

(d) Representations, Certifications, and Other Offeror Statements (Volume I) -Volume 1 shall contain the necessary fill-ins in Sections C through K. Section K shall be returned in its entirety. For Section C

through I the Offeror shall submit only those pages that require fill-ins. This volume may also contain additional information required by the solicitation to be furnished by the offeror, which is not required to be obtained in another volume of the proposal;

(e) Technical Proposal (Volume II) - The technical proposal shall consist of Past Performance Information and all other required material for technical evaluation as described in Section M.

(1) Past Performance Information - Limited to no more than 8 pages per contract listed. Only references for same or similar type contract desired. Past Performance shall provide adequate information describing the offeror's previous experience in construction jobs of similar complexity and magnitude, and or commercial and government within the past three years. The offeror shall also list all contracts (maximum of last ten consecutive contracts) performed in the past three years. In addition, past performance information on contracts not listed by the offeror may be solicited by the Government. If an offeror does not have any past performance information to submit as the entity under which the proposal is being submitted, then the offeror should submit past performance data identified above under which the offeror's key personnel have worked. All offerors must meet the minimum requirements as stated in Section M to qualify as a prospective vendor.

(a) Provide a summary of the previous contracts described above. Include information on subcontractors whose effort on this acquisition is projected to be more than 25% of the effort. The summary must include:

- (i) Name of project (Contract Number if applicable)
- (ii) Name and address of customer or government agency
- (iii) Name and telephone number of customer contact or contracting officer
- (iv) Dollar value and period of performance
- (v) Description of work performed

(b) Mail attached Past Performance Questionnaire to all past performance references listed above and instruct them to return completed questionnaire directly to:

NNSA Service Center
Office of Business Services
Site Support Division
Attn: Linda Worthington
P.O. Box 5400
Albuquerque, NM 87185

All questionnaires and references shall be forwarded to the NNSA Service Center not later than 7 days before the due date required for the receipt of proposals.

(f) Pricing Proposal (Volume III) - Submit four original copies

(1) A fully executed Solicitation, Offer, and Award form required by Part I, Section A of this solicitation. The Offeror is required to complete blocks 14, 15, 16, 17, 19, 20A, 20B and 20C of the RFP, Section A, Standard Form 1442. It shall be used as the cover sheet of each copy of Volume III. Offerors should sign and return any amendments with the solicitation package.

Offerors are hereby notified that even if cost or pricing data are not initially requested in this solicitation, the Contracting Officer reserves the right to request such data if they are later found necessary pursuant to FAR 15.402-5(a)(1).

L005 MINIMAL OTHER THAN COST OR PRICING DATA (FEB 2005)

I. Overview and General Instructions

The Contracting Officer has determined that cost or pricing data is not required for this solicitation. However, in accordance with FAR 15.403-3 and 15.403-5, a limited amount of information other than cost or pricing data is required to determine if your proposed costs are reasonable, realistic, and reflect a clear understanding of the solicitation requirements. If, after receipt of proposals, the Contracting Officer determines that there is insufficient information available to determine cost or price reasonableness and none of the exceptions in FAR 15.403-1 apply, the Offeror may be required to submit cost or pricing data.

(a) Submission Format

The cost proposal consists of your estimated price to perform the required effort as set forth in the solicitation and must be prepared in a manner that is current, accurate, and complete. In accordance with FAR 15.403-5(b)(2), Offerors may select their own presentation format, provided it is responsive to the solicitation requirements and following cost instructions. The cost proposal must be mathematically correct and structured in a logical manner. Row and column totals for all schedules and exhibits must accurately foot and cross-foot. Cost totals on supporting schedules and exhibits must track to and agree with summary cost totals and the amounts shown on the proposal cover sheet. Unless specified otherwise, round all final monetary extensions to the nearest whole dollar. Round all labor rates to the nearest penny.

(b) Narrative Support

The Offeror, each team member, and subcontractors shall provide narrative support sufficient to explain the development of the costs proposed. In accordance with the solicitation requirements, the narrative should describe the Offeror's supporting rationale, the estimating methodologies used, and the basis of the data provided in support of the proposed costs. Offerors may use their own format for this purpose.

(c) Cost/Price Reasonableness and Realism

Note that unrealistically low or high proposed costs or prices, initially or subsequently, may be grounds for eliminating a proposal from consideration either on the basis that the Offeror does not understand the requirements or has made an unrealistic offer. Offers should be sufficiently detailed to demonstrate their reasonableness. If estimated costs to perform the proposed effort have been decreased due to a management decision, provide a complete rationale and summary of the reduction by cost element. The burden of proof for credibility of proposed cost/price rests with the Offeror.

(d) Subcontract Proposal Submission and Analysis

It is the Prime Contractor's responsibility to conduct appropriate subcontract cost or price analysis to establish the reasonableness of proposed subcontract prices. Failure to conduct adequate subcontract cost or price analysis prior to proposal submission may result in unnecessary delays or elimination of the proposal from further consideration.

(e) Examination

By submitting your proposal, you grant the Contracting Officer or an authorized representative the right to examine, for the purposes of verifying the data submitted, those books, records, documents, and other supporting data (regardless of form) which will permit an adequate evaluation of the proposed cost or price. This right may be exercised in connection with any such reviews deemed necessary by the government prior to contract award.

II. Specific Cost and Format Requirements

(a) Proposal Cover Sheet

Complete, as the first page of the cost proposal, a cover sheet that includes the following information:

- (1) Company name, division, address, telephone number, and e-mail address.
- (2) The name, telephone number, and e-mail address of a primary point of contact.
- (3) The proposal number, date, and expiration date.
- (4) A brief description of the product and/or service being provided and the place of performance.
- (5) Proposed cost, profit or fee, total price and contract period of performance.
- (6) Name, title and signature of person authorized to commit the firm.
- (7) Name, address, and phone number of the Government audit office and contract administrative office for the Offeror and any proposed subcontracts or interorganizational transfers.
- (8) A statement that the cost proposal has been prepared in accordance with applicable FAR regulations, your established estimating and accounting policies, and the requirements of this solicitation. List each exception, if any, and provide complete rationale.
- (9) A statement granting the Contracting Officer the right to examine your books and records.

(b) Required Cost Information

Support your proposed costs by providing the following information:

- (1) An exhibit that summarizes proposed costs by cost element (labor, overhead, materials, subcontracts, other direct costs, G&A, etc.), fee/profit, and total price by contractor fiscal year. Provide a cost summary exhibit for each CLIN, Basic, or Option Period if separate pricing is required by the solicitation.
- (2) An explanation as to the basis of estimate of each cost element proposed. The explanation should be sufficient to permit evaluation of your supporting rationale, the estimating methodologies used, and the basis of the data provided in support of the proposed costs.
- (3) If Facilities Capital Cost of Money (FCCM) is permitted, it must be proposed as a separate cost element in accordance with FAR 31.205-10 and calculated using Form CASB-CMF. The completed form must be included as an attachment to your cost proposal. The Form CASB-CMF can be found at 48 CFR 9904.414. If you elect not to claim FCCM, provide a statement to that effect.
- (4) If applicable, support your proposed New Mexico Gross Receipts Tax (NMGRT) amount by showing in your proposal the NMGRT rate applied, the total tax base, and the elements within the base to which the proposed rate is applied. Provide this information as a separate cost element by CY or CFY for each contract period or CLIN as required by the solicitation. NMGRT is levied on receipts collected from organizations engaging in certain types of business in the State of New Mexico. Since all or part of this award may be subject to NMGRT, the Offeror is advised to refer to FAR clause 52.229-10, State of New Mexico Gross Receipts and Compensating Tax, for further information. The current tax rate schedule and general instructions on the application of NMGRT are available from the State of New Mexico Tax and Revenue Department, P.O. Box 630, Santa Fe, New Mexico 87509-0603, (505) 827-0951, or www.state.nm.us/tax.
- (5) Provide a general description of your accounting system. State whether your accounting system is in accordance with generally accepted accounting principles (GAAP) and is acceptable for government contract costing purposes. State if your accounting system has been reviewed

and approved by a government agency. Provide evidence of such approval by identifying the agency and official, the scope of review, and date of approval.

(6) Provide, as an attachment to your cost proposal, audited financial statements (balance sheet, income statement, and statement of cash flow) for the most recently completed fiscal year, and interim financial statements for all quarters reported in the current fiscal year. If audited financial statements were not prepared during the prior year, provide comparable financial information such as a compilation or other review performed by an independent auditor.

**L007 SMALL BUSINESS SIZE STANDARD AND SET-ASIDE INFORMATION (JUN 2003)
(TAILORED)**

This acquisition is set-aside for small business with one award being set aside for a qualified hubzone vendor. The size standard for this solicitation is \$28,500,000.00 and the North American Industry Classification System (NAICS) code is 236220.

**L009 OFFER SUBMISSION VIA THE INDUSTRY INTERACTIVE PROCUREMENT SYSTEM (IIPS)
(FEB 2005)**

Submission of bids/quotes by means other than IIPS is not authorized. Offers must be received through the IIPS web site NO LATER THAN 4:00 PM local time on 6 September 2005. See FAR 14.214-7 "Late Submissions, Modifications, and Withdrawals of Bids," for treatment of late bids/quotes. Each offer is to be submitted according to the instructions in the IIPS User's Guide, which is available at <http://e-center.doe.gov/doebiz.nsf/Help?OpenForm>. It is the responsibility of the Offeror, prior to the offer due date and time, to verify successful transmission in accordance with the Proposal Response (Submission) instructions in the IIPS User's Guide.

L009 NUMBER OF AWARDS (JUN 2003) (TAILORED)

It is anticipated that there will be 3 to 5 award(s) resulting from this solicitation. However, the government reserves the right to make any number of awards, or no award, if it is considered to be in the government's best interest to do so.

L010 SMALL BUSINESS SIZE STANDARD AND SET-ASIDE INFORMATION (FEB 2005)

This acquisition is set-aside for exclusive small business participation. The size standard for this solicitation is 28.5 Million and the North American Industry Classification System (NAICS) code is 236220.

L013 EXPENSES RELATED TO PROPOSAL OR BID SUBMISSIONS (FEB 2005)

This solicitation does not commit the government to pay any costs incurred in the submission of any proposal or bid; in making necessary studies or designs for the preparation thereof; or to acquire or contract for any services.

L016 AUTHORIZED NEGOTIATORS (FEB 2005)

The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this solicitation:

Name	Title	Organization	Telephone No.
_____	_____	_____	_____

L019 COGNIZANT AGENCY FOR INDIRECT RATE NEGOTIATION (FEB 2005)

(a) Is the preponderance of work performed by your company for the U.S. Government under contract to NNSA/DOE?

YES ____, answer paragraph b. below

NO ____, answer paragraph c. below

(b) Provide the following information:

(1) Name and address of NNSA/DOE office where preponderance of your work is under contract.

Name	Address
_____	_____

(2) The name and telephone number of the person at the NNSA/DOE office responsible for administering your contract.

Name	Telephone No.
_____	_____

(c) Provide the following information:

(1) The name and address of the federal agency for which your company performs the preponderance of U.S. government work.

Name	Address
_____	_____

(2) The name and telephone number of the person at the federal agency responsible for administering your contract.

Name	Telephone No.
_____	_____

L021 INTERNET SITES (FEB 2005)

Essential Internet sites for preparing and submitting proposals can be found at the urls listed below:

Federal Business Opportunities (FedBizOpps): <http://www.fedbizopps.gov/>

DOE e-Center--Business and Financial Assistance Opportunities with Energy: <http://e-center.doe.gov>

Federal Acquisition Regulation (FAR) clauses and provisions; Department of Energy Acquisition Regulation (DEAR) Clauses and Provisions; and Federal Acquisition Circulars (FACs) which contain the most recent changes to the FAR: [http://professionals.pr.doe.gov/ma5/MA-5Web.nsf/Procurement/Regulations+and+Guidance?Open Document](http://professionals.pr.doe.gov/ma5/MA-5Web.nsf/Procurement/Regulations+and+Guidance?Open+Document)

DOE Orders and Directives: <http://www.directives.doe.gov/>

Interactive Industry Procurement System (IIPS) User's Guide For Contractors: <http://e-center.doe.gov/doebiz.nsf/Help?OpenForm>

L022 SUPPLEMENTAL SOLICITATION DEFINITIONS (FEB 2005)

"Electronic signature" or "signature" means a method of signing an electronic message that-

(a) Identifies and authenticates a particular person as the source of the electronic message; and

(b) Indicates such person's approval of the information contained in the electronic message.

"IIPS" is the acronym for the "Industry Interactive Procurement System" and means the hardware, firmware, and software platform, including the associated databases used by NNSA to conduct electronic business.

"Proposal" means the electronic written bid/quotation or application submitted via IIPS or an authorized alternative in response to this solicitation.

L023 SITE VISIT (FEB 2005) (TAILORED)

(a) The site visit will be held on 18 August 2005 starting at 9:00 local time at 2000 E. Bannister Road, Kansas City, Mo 64131. Please notify Linda Worthington at e-mail address listed below and provide the name of person(s) that will be attending, company name, title, phone number, fax number and e-mail address prior to August 17, 2005. If you need additional instructions on how to locate the Kansas City Plant please call Mike Roberts at 816-997-390/8 or you may page him at 816-458-2297.

Email address: lworthington@doeal.gov

(b) All participants must meet at the Main Guard Post NLT 8:30 A.M. on August 18, 2005. To insure that offeror representatives arrive on time for site visit, they must allow sufficient time to gain access to the installation.

(c) Oral questions pertaining to the site and facilities may be asked during the site visit, but oral responses will not be binding. Questions regarding the solicitation terms and conditions will not be addressed during the site visit. Questions resulting after the site visit must be submitted electronically via IIPS by August 25, 2005.

NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

NNSA OTHER SOLICITATION PROVISIONS IN FULL TEXT

M001 EVALUATION OF PROPOSALS (FEB 2005)

(a) This acquisition will be conducted pursuant to the policies and procedures in Federal Acquisition Regulation (FAR) Part 15 and Department of Energy Acquisition Regulation (DEAR) Part 915. NNSA has established a Source Evaluation Board (SEB)/Source Evaluation Team (SET) to evaluate the proposals submitted for this acquisition.

(b) The instructions set forth in Part IV Section L are designed to provide guidance to the Offeror concerning the documentation that will be evaluated by the SEB/SET. The Offeror must furnish adequate and specific information in its response. Cursory responses or responses which merely repeat or reformulate the Performance Work Statement (PWS)/Statement of Work (SOW) are not acceptable.

(c) A proposal will be eliminated from further consideration if the proposal is so grossly and obviously deficient as to be totally unacceptable on its face. For example, a proposal will be deemed unacceptable if it does not represent a reasonable initial effort to address itself to the essential requirements of the RFP, or if it clearly demonstrates that the Offeror does not understand the requirements of the RFP. In the event that a proposal is rejected, a notice will be sent to the Offeror stating the reasons that the proposal will not be considered for further evaluation under this solicitation.

(d) Prior to an award, a determination shall be made by the Source Selection Authority whether any possible organizational conflict of interest exists with respect to the apparent successful Offeror or whether there is little or no likelihood that such conflict exists. In making this determination, NNSA will consider the representation required by Part IV Section K of this solicitation. An award will be made if there is no organizational conflict of interest or if any potential organizational conflict of interest can be appropriately avoided or mitigated.

(e) Pursuant to 15.306(c), the Contracting Officer's determination of competitive range for proposals submitted as a result of this solicitation will consider such factors as technical evaluation/ranking of the proposal, initial cost/price proposed and other items set forth in this section. Offerors are hereby advised that only those proposals deemed to have a reasonable chance for award of a contract will be included in the competitive range. Offerors who are not included in the competitive range will be promptly notified.

(f) For the purpose of evaluating information on an Offeror's experience and past performance, NNSA will consider information on all of those companies comprising the Offeror's "contractor team arrangement" that will perform major or critical aspects of the PWS/SOW as well as on the single legal entity submitting the offer. NNSA may contact some or all of the references provided by the Offeror, and may solicit past performance information from other available sources.

(g) The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms for both a technical and cost standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

(h) Exceptions or deviations to any terms and conditions alone will not render the proposal unacceptable; however, any exceptions or deviations to the terms of the solicitation may make the offer unacceptable for award without discussions. If an Offeror proposes exceptions to the terms and conditions of the contract, the Government may make an award without discussions to another Offeror that did not take exception to the terms and conditions of the solicitation.

(i) An overall rating of unsatisfactory in one evaluation criterion may result in elimination of the proposal from further consideration regardless of the rating of the other criteria or subcriteria. An overall criterion rating of unsatisfactory may result from one subcriterion within a criterion being rated unsatisfactory, or from more than one subcriterion within a criterion being rated marginal.

M002 BASIS OF CONTRACT AWARD (JUN 2003) (TAILORED)

The Government intends to award three (3) to five (5) contracts to the responsible offeror whose proposal is responsive to the solicitation and is determined to be the best value to the Government. The Government will award a contract only to an offeror whose technical proposal establishes that it can meet the needs of the Government. Among offerors in this category, the Government considers price or cost to be equal in importance to technical quality. The proposed price or cost must be considered reasonable. The Government will evaluate proposals first from a technical standpoint without regard to proposed prices. The government may award a contract to other than the lowest priced offeror. Proposals will be evaluated on the basis of the following three (3) criteria:

(1) Minimum requirements (Pass/Fail)

(2) Technical Merit (50% Weight)

(3) Price (50% Weight)

Past performance is part of the technical merit.

NOTE: PAST PERFORMANCE INFORMATION MAY BE OBTAINED FROM OTHER GOVERNMENT DATABASES FOR EVALUATION INFORMATION IN ADDITION TO THE ITEMS LISTED BELOW.

1. Minimum Requirements (Pass/Fail) Listed below are the minimum requirements for contract award. Proposals that fail ANYONE of the minimum requirements listed below will not be considered for award. Proposals that PASS ALL of the minimum requirements listed below will be evaluated for Technical Merit and Price as described in Items 2 and 3 below:

a. Safety Prequalification Requirements: Offerors shall provide all required information as detailed in Appendix M on pages 97-100 of the Honeywell Construction Safety Handbook. All items must be a pass to achieve a pass rating.

1. Offeror shall submit a letter from his insurance carrier stating his EMR rating for the current year and two previous years. EMR is the ratio of actual losses in workmen's compensation cases to the expected losses for a contractor doing the same amount of similar work. The EMR Rating must be 1.0 or less.

2. Offeror shall submit documentation of OSHA recordable injuries per 200,000 manhours worked for the past three years. The average rate for all construction types shall be 7.1 or less per 200,000 manhours worked.

3. Offeror shall submit documentation of OSHA lost workday cases per 200,000 manhours worked. The average rate for all construction types shall be 2.8 or less per 200,000 manhours worked.

b. Key Personnel Requirements: The Project Manager must demonstrate a minimum of five years of experience as a superintendent, QC Manager, Project Manager and/or Construction Manager on similar or more complex construction projects. The Site Superintendent and QC/Safety Manager must demonstrate a minimum of three years experience as a Superintendent, Inspector, QC Manager, Project Manager, or Construction Manager on similar or more complex construction projects.

c. Bonding Capability: The Offeror shall provide written notice from a bonding agency stating that the Offeror is capable of providing payment

and performance bonds for at least \$3 million dollars.

d. Project Experience: The Offeror shall provide proof of performance as the prime contractor on two projects valuing \$2 million dollars or more since January 1, 2000.

e. Staff Experience: 80% of Offeror's staff performing work on the project must have a minimum of 1 year experience with the firm.

ALL OF THE ABOVE CRITERIA WILL BE ON A PASS/FAIL BASIS

2. Technical Merit (100 points possible) Listed below are the criteria that will be evaluated for technical merit which will comprise a 50% weight of the total evaluated score. The Offeror shall submit a total of four individual copies of their technical proposal, which is intended to address all of the separated/distributed to Technical Evaluation Team. No data/price information shall be contained in Offeror's technical proposal submittal. (Scores will be assessed on the basis of a 1-5 rating)

a. Safety Management Plan: Offeror shall provide a preliminary safety management plan detailing specific approach to construction safety. Offeror shall, at a minimum, describe their approach to Construction Safety Management and document compliance with Honeywell's Construction Safety Handbook with specific references to Sections 2, 5, 6, 7, and 16 and Appendixes A and P.

See below for how safety management plan will be scored.

THIS CRITERIA WILL BE SCORED AS IMPORTANCE 5X SCORE = WEIGHTED SCORE

b. Work Breakdown: Offeror shall provide, with the proposal, a preliminary cost loaded work breakdown for the project. The basis for the work breakdown shall be an electronic CPM schedule with sufficient detail that activities at the lowest level represent no more than 5% (by cost) of the work. Work breakdown submittals will be evaluated based on the accuracy with which they represent the elements of this project and the relationship and sequence of elements.

See below for how work breakdown will be scored

THIS CRITERIA WILL BE SCORED AS IMPORTANCE 5X SCORE = WEIGHTED SCORE

c. Past Performance/Project References: Offeror shall provide the following information on at least 2 current projects and 2 recently completed projects of a similar scope: (See attached Past Performance Questionnaire)

- (1) Project/Title/Contract Number
- (2) Name of Company
- (3) Project Description noting similarities with project specifications
- (4) Period of performance and contract amount
- (5) Name and telephone number of company contact person
- (6) Client letters of commendation for work performed.

The following questions shall be submitted to your references for past performance:

Quality : Contractor provided effective quality control and inspection procedures, which resulted in a quality finished project.

Schedule: Contractor scheduled the project realistically

Pricing: Contractor exercised reasonable pricing and change order policies

Safety: Contractor had a proactive safety program and performed the project with an emphasis on safety

Satisfaction: Customer would have no reservations in awarding another project to the contractor.

The above criteria shall be submitted prior to closing date of solicitation to:

NNSA Service Center
ATTN: Linda Worthington
OBS/Site Support Division
P.O. Box 5400
Albuquerque, NM 87185

See below for how references will be scored

THIS CRITERIA WILL BE SCORED AS IMPORTANCE 5X SCORE = WEIGHTED SCORE

d. Personnel Experience: This criteria considers the relevant experience, knowledge, and expertise of key individuals of the construction team who will be assigned directly to the project. Key personnel include at a minimum the Project Manager, Field Superintendent and Quality Control/Safety Manager. Each offeror should provide information for each of the Key Personnel from at least two projects of similar size and scope for evaluation. References must be capable of providing first hand information to substantiate the satisfactory performance of the key individuals as well as the similarity of the referenced projects. References may be contacted. (See attached Personnel Experience Questionnaire)

The following questions shall be submitted to personnel experience references

Quality: The quality of the project was enhanced by the activities of this team in their role.

Schedule: This team performed their role in a manner which was conducive to the overall schedule of the project.

Responsive: The team responded promptly and appropriately to issues and questions as they arose during the conduct of the work.

Safety: The team made safety a priority, and promoted safe conduct of the work in his/her role.

Satisfaction: Customer would welcome the presence of this team on the job in the role which they have taken in the past.

The above criteria shall be submitted prior to closing date of solicitation to:

NNSA Service Center
ATTN: Linda Worthington
OBS/Site Support Division
P.O. Box 5400
Albuquerque, NM 87185

THIS CRITERIA WILL BE SCORED AS IMPORTANCE 3X SCORE = WEIGHTED SCORE

THE ABOVE CRITERIA WILL BE TOTAL WEIGHTED SCORE FOR TECHNICAL MERIT

Note: The offeror with the highest technical merit score will receive 50 points in the Total Evaluation Score Calculation shown below. Other proposers will receive points in ratio to the highest technical merit score.

3. Price: The offeror who meets all the technical requirements and submits the lowest overall price will receive the full 50 points assigned to the price evaluation shown below. Offeror's not submitting the lowest prices will receive proportionately lower points.

TOTAL EVALUATION SCORE CALCULATION (100 POSSIBLE POINTS)

TECHNICAL MERIT: 50 X THIS TECHNICAL SCORE

$$\frac{\text{HIGHEST TECHNICAL SCORE}}{\text{TECHNICAL POINTS}} =$$

PRICE: 50 X LOWEST PROPOSED PRICE

$$\frac{\text{THIS PROPOSED PRICE}}{\text{PRICE POINTS}} =$$

TECHNICAL EVALUATION RATING BASIS FOR SAFETY MANAGEMENT PLAN

A. The following rating criteria shall be applied to Safety Management Plan responses:

(5) Outstanding - Meets all requirements of the Construction Safety Handbook and demonstrates a proactive Safety culture.

(4) Good - Meets all requirements of the Construction Safety Handbook

(3) Satisfactory - Addresses all of the requirements of the Construction Safety Handbook with minor exceptions.

(2) Marginal - Addresses some of the requirements of the Construction Safety Handbook with some significant items unaddressed.

(1) Unsatisfactory - Exhibits major deficiencies in addressing the Construction Safety Handbook.

TECHNICAL EVALUATION RATING BASIS FOR WORK BREAKDOWN

B. The following rating criteria shall be applied to Work Breakdown responses:

(5) Outstanding: Work breakdown demonstrates an excellent understanding of the activities to successfully perform the work, and provides clear costing associated with activities.

(4) Good - Work breakdown demonstrates a good understanding of the activities to successfully perform the work, and provides costing associated with activities.

(3) Satisfactory - Work breakdown addresses the elements of the project to a level necessary to perform the work.

(2) Marginal - Work breakdown addresses the major elements of the project with significant gaps in detail and costing.

(1) Unsatisfactory - Work breakdown fails to address the elements of the project in a substantial way such that the work is reasonably defined.

TECHNICAL EVALUATION RATING FOR PAST PERFORMANCE/PROJECT REFERENCES

C. The following rating criteria shall be applied to Project References responses:

(5) Outstanding: Outstanding performance record, with a high probability of success for general construction projects.

(4) Good: Good performance record, with generally acceptable quality and adherence to schedule.

(3) Satisfactory: Satisfactory performance record, with acceptable quality for projects of low to medium risk and difficulty.

(2) Marginal: Marginal performance record, needs a lot of coaching and assistance to perform low to medium risk projects. Responses of "unknown" quality fit here also.

(1) Unsatisfactory: Unsatisfactory performance record and this company would not be awarded another project in the near future.

TECHNICAL EVALUATION RATING FOR PERSONNEL EXPERIENCE

D. The following rating criteria shall be applied to Personnel Experience responses:

- (5) Outstanding: Outstanding performance record, with a high probability of success for the team
- (4) Good: Good performance record, with generally acceptable results for the team.
- (3) Satisfactory: Satisfactory performance record, with fair performance for the team
- (2) Marginal: Marginal performance record, with uneven performance and a definite need of training or attention to detail. Responses of "unknown: quality fit here also
- (1) Unsatisfactory: Unsatisfactory performance record, and this team would be considered a negative asset.